



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 669C0035

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

VENDOR

*A13163529 606-686-3859
 EIGHT TREASURES OF KENTUCKY LL
 PD BOX 1367
 505 BRUSHY FORK RD
 CATLETTSBURG KY 41129

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2009				

BID OPENING DATE: 06/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		285-27		<i>Open end</i>
MAINTAIN RIVER AND AERIAL NAVIGATION LIGHTING SYSTEM OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT TO MAINTAIN RIVER AND AERIAL NAVIGATION LIGHTING SYSTEMS ON BRIDGES OWNED BY THE WVDOH WHICH CROSS THE OHIO, KANAWHA, BIG SANDY, MONONGAHELA, AND ELK RIVERS IN THE COUNTIES OF BROOKE, CABELL, FAYETTE, KANAWHA, MARION, MARSHALL, MASON, MONONGALIA, OHIO, PUTNAM, PLEASANT, TYLER, WETZEL, AND WOOD. PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

RECEIVED

2009 JUN 10 PM 1:12

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michael Austin* TELEPHONE: 606 686 3859 DATE: 6/10/2009
 TITLE: *Manager* FEIN: 270124090 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Kenneth Elliott MBA</i>	TELEPHONE	606 6863859	DATE	6/10/2009
TITLE	<i>Manager</i>	FEIN	270124090	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: <i>669C0035</i></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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<i>Don front</i>		
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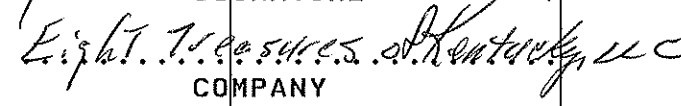
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ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 SIGNATURE  COMPANY ...06/10/2009..... DATE						
REV. 11/96						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: <i>Eight Treasures of Kentucky, LLC</i>						
CONTRACTORS LICENSE NO.: <i>W.V. 039676</i>						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 669C0035</p> <p>BID OPENING DATE: 6/10/2009</p> <p>BID OPENING TIME: 1:30 pm</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 606 683 3852</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Kenneth Elliott NBA Manager</p> <p>***** THIS IS THE END OF RFQ 669C0035 ***** TOTAL: <i>Open end</i></p>						

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<i>Sh...</i>		
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Contractor shall complete the following:

Contract Coordinator: Kenneth Elliott
 Normal Working Hours: 7:00 am - 5:30 pm
 Normal Work Telephone: 606 686 3859
 Emergency Telephone: 606 686 232 6500
 Base of Operation Address: 505 Brushy Fork Road
Catlettsburg, KY 41129

1. Definitions:

"Owner" as used herein shall be defined as the West Virginia Department of Transportation, Division of Highways.

"Contractor" as used herein shall be defined as the successful vendor with whom the "Owner contracts for service and maintenance.

"Services" as used herein shall be defined as, and shall include services performed, workmanship, and material furnished or used in performing services.

This contract will apply to the bridge(s) listed below. Other bridges having navigation or aerial lighting may be placed in service during the period of this contract and if mutually agreeable by owner and contractor, this contract may be extended to cover these bridges.

2. General Conditions:

The Contractor shall provide for all taxes, permits, fees, insurance, liability, compensations, and any other items necessary to render owner free and harmless from all claims arising from services performed under such contract.

3. Emergency Telephone Service:

The Contractor shall maintain a continuous emergency telephone service where he can be reached after normal business hours every day, (seven days each week, Sundays and holidays included). That emergency number is 606 232 6500.

4. Extent of Work:

The Contractor shall provide regular and systematic examinations, repair and preventative maintenance service (on an annual basis) at which time he shall take necessary actions to restore the lights to satisfactory service and by using preventative maintenance methods, furnish and install parts prior to their breakdown point, where possible.

The preventative maintenance program and emergency service shall include (but is not limited to):

- A. Replacement of all burned out bulbs and tubes and cleaning of lenses.
- B. Replacement of all burned out and/or defective primary and secondary wiring, and conduit.
- C. **Immediate service upon notification by the US Coast Guard or WV Division of Highways.**
- D. Materials and labor for up-grading and repairing the navigation signals and facilities due to obsolescence, deterioration, and vandalism as directed by the District Engineer.
- E. Keep the navigation lights in first-class condition at all times.

5. Control of Work

The Contractor shall notify the District Bridge Engineer 24 hours in advance of any preventative maintenance service to be performed under this contract.

The Contractor will submit an annual plan and schedule of proposed preventative maintenance inspections for approval of the District Engineer or his representative.

Upon award of this contract, the Contractor shall meet with each responsible District Bridge Engineer to develop an operation plan for each structure. Areas of responsibility are as follows:

District One Bridge Engineer (304-558-3344) – Fayette, Kanawha
Mason & Putnam

District Two Bridge Engineer (304-528-5655) – Cabell & Wayne

District Three Bridge Engineer (304-420-4674) – Jackson, Pleasants, & Wood

District Four Bridge Engineer (304-842-1512) – Marion & Monongalia

District Six Bridge Engineer (304-843-4032) – Brooke, Hancock, Ohio, Marshall, Wetzel & Tyler

6. Repair

Maintaining the river navigation lighting systems shall consist of the following:

- A. Replacement of navigation light units when required on a unit by unit basis as deemed necessary by the District Engineer.
- B. Replacement of all expired bulbs and cracked, broken, or discolored navigation light lenses. Lenses will be cleaned when expired bulbs are replaced.
- C. Necessary replacement or repair of all supportive electrical apparatus (this implies all such items as control station enclosure and all items therein, conduit and all required hardware, junction boxes, conductors and photo cells) within the entire control and distribution portions of the navigation lighting system, due to normal wear, accidents, vandalism, or acts of nature.
- D. **Upon confirmed notification of an emergency outage by the District Engineer or his representative, the contractor will start work immediately and continue 24 hours per day until the repair is complete.**
- E. The Contractor shall at all times keep the work area free from accumulations of waste or used materials. Before the services are considered complete, the Contractor shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the owner. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the owner.

7. Subcontracts

The Contractor shall obtain the Owner's written consent before authorizing any of the services provided for in this contract to be performed by a subcontractor. Failure to obtain prior approval of subcontract services may result in termination of the contract and/or non-payment for unapproved services.

8. Governing Statements:

- A. All work shall be done in a neat and workman-like manner, resulting in a completely operational system in accordance with all applicable specifications of this contract, including:
- 1) National Electrical Code
 - 2) US Coast Guard Bulletin CC-208
 - 3) Regulations of service electrical utility company
 - 4) Information available to the Contractor from the District Bridge Department which may include plans and specifications pertaining to the navigation lighting systems, condition reports and other general information.
- B. Generally, the quality of new equipment and material shall be understood to be replaced "in kind" as a minimum standard. However, in the case of old outdated items, the District Engineer shall be consulted and appropriate inspections made prior to any such work being done.
- C. All vehicular traffic control, required to perform the necessary maintenance work safely, shall be done in accordance with the West Virginia Division of Highways manual for Traffic Control for Street and Highway Construction and Maintenance Operations dated November, 1994.
- D. Operative Concept: When a confirmed "outage" is reported, the Contractor is advised to perform all tests when making his inspection and report findings to the District Engineer along with a firm cost estimate, prior to performing any work. Prior estimates may be waived for certain emergency situations as deemed appropriate by the District Engineer.

9. Wage Rates

All wage rates paid by vendor under this contract must be in compliance with, The West Virginia Department of Labor Prevailing Rate, Chapter 21-5A, Series 15, at time of bid opening.

10. Labor

Contractor shall maintain a time log for each employee participating in the work. This log shall include time of departure from base of operations, travel time to job site, arrival time at job site, travel time to subsequent job site(s), arrival time at subsequent job site(s), travel time to base of operations, and arrival time at base of operations. Also, any meal and/or lodging period(s) should be documented.

Contractor shall be paid at the regular hourly rate for all travel and work time, except that the overtime Hourly Rate may be paid between the hours of 5:00 pm and 7:00 am on weekdays and on Saturday, Sunday and holidays.

11. Travel Mileage

The most direct suitable route from the contractor's base of operations to the job site, from job site to job site (when applicable) and return to base of operations will be determined by the District Engineer and used to compute travel mileage.

12. Emergency Call Out Service

In the event of equipment failure, the Contractor shall immediately dispatch at least one qualified licensed electrician to the bridge location. After notice by "Owner" the contractor shall proceed at once, and continue without stopping, to make necessary repairs to place the equipment in safe and first class operating condition. Contractor must have adequate personnel in the immediate area to provide this service twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

13. Owner's Right to Inspection of Services

The Owner has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The owner shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services do not conform to contract requirements the Owner may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the Owner. When the defects in services cannot be corrected by

performing the work again, the Owner may: (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and, (2) reduce the contract pay amount to reflect the reduced value of the services performed. If the Contractor fails to promptly perform the services again, or to take the necessary action to ensure future performance in conformity with contract requirements, the Owner may: (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Owner that is directly related to the performance of such services or, (2) terminate the contract for default.

14. Examination of Records

The Division of Highways or a duly authorized representative shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions relating to this contract.

15. Contract Award

Contractor may submit bids for any and/or all counties on the bid schedule.

Any qualification of bid or any modification of the specifications or conditions governing the bids may be cause for rejection of bids.

The State of West Virginia reserves the right to make multiple awards on this contract when it is in the best interest of the State to do so.

Determination of award shall be made on a county by county basis using an estimate of thirty (30) regular rate manhours per bridge and travel mileage for two (2) visits to each bridge. Also, comparison of material pricing will be considered.

16. Invoice

Contractor's invoice for each bridge shall be submitted in original and one copy within thirty (30) days of performance of service and contain the following:

- A. Total quantity and unit price with the total cost of each bid item performed. The date of service for each item must be shown on the invoice.
- B. Name(s), and hours charged for each person performing the work.

C. This contract number.

17. Insurance

Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage is \$250,000.

18. Worker's Compensation

Compliance is required with all rules and regulations of the West Virginia Worker's Compensation Commission.

19. Bridge Name/Location/Description

Legend for Description/Location of Facilities

<u>Key</u>	<u>Description</u>
US	- Upstream Side of Structure
DS	- Downstream Side of Structure
BS	- Big Sandy River
EK	- Elk River
KA	- Kanawha River
LK	- Little Kanawha River
MN	- Monongahela River
OH	- Ohio River
A	- B & B Single Light Unit (single or double bulb, 120 volts)
B	- B & B Double Light (over-under, 120 volts)
C	- Pennwatt Four Bulb Turreted Unit (12 volts)
D	- Pennwatt (modified for single bulb, 120 volt socket)
E	- Crouse Hinds (single mercury vapor bulb, 120 volt)
F	- Antiquated Fixture (modified for single 100 watt bulb, no photo cell)
N	- No Light Fixtures
*	- Bridge with Blue Bulb-Out – Indicator Assemblies

19. Bridge Name/Location/Description (continued)

Bridge Name (County)	Bridge No.	Location (Route)	River MP	Fixture Schedule			
				Inventory		Type	
				Red	Green	US	DS
East Huntington (Cabell)	2608	Huntington (WV 106)	OH 305.1	6	4	BBBBB	BBBBB
Note: Aerial light bulb on East Huntington Bridge is 120v. 600 watt (1 fixture with 2 bulbs).							
Robert C. Byrd (Cabell)	3273	Huntington (WV 527)	OH 308.7	4	2	AAA	AAA
17 th Street, W (Cabell)	2308	Huntington (US 52)	OH 310.7	8	6	BBBBBBB	BBBBBBB
Note: Aerial light bulbs on 17 th Street Bridge are 120v. 100 watt (2 fixtures with 1 bulb per fixture).							
Montgomery (Fayette)	1899	Montgomery (CR 6)	KA 85.80	4	2	AAA	AAA
William S. Ritchie, Jr. (Jackson)	2951	Ravenswood (WV 338)	OH 221.31	6	2	CCCC	CCCC
Sattes (Kanawha)	1341	Nitro-St. Albans (WV 25 Spur)	KA 46.20	4	2	AAA	AAA
Dunbar Toll (Kanawha)	1919	Dunbar (CR 25/47)	KA 52.10	4	2	AAA	AAA
Dunbar-So. Chas. (Kanawha)	2550	S. Charleston (I-64)	KA 53.23	4	2	AAA	AAA
Patrick Street (Kanawha)	1139	Charleston (US 60)	KA 56.30	4	2	AAA	AAA
Fort Hill (Kanawha)	2563	Charleston (I-64)	KA 57.65	4	2	BBB	BBB
35 th Street (Kanawha)	2758	Charleston (CR 60/63)	KA 60.93	4	2	AAA	AAA
36 th Street (Kanawha)	2565	Charleston (CR 60/62)	KA 61.00	4	2	AAA	AAA
Adm. T. J. Lopez (Kanawha)	3255	Chelyan (WV 61 Spur)	KA 73.30	4	2	AAA	AAA
Washington St. (Kanawha)	2950	Charleston (US 60 W)	EK 0.44	4	2	CCC	CCC
Elk River Split (Kanawha)	2564	Charleston (I-77)	EK 0.85	4	2	AAA	AAA

19. Bridge Name/Location/Description (continued)

Bridge Name (County)	Bridge No.	Location (Route)	River MP	Fixture Schedule			
				Inventory		Type	
				Red	Green	US	DS
Jefferson Street (Marion)	1567	Fairmont (CR 19/73)	MN 127.18	4	1	FF	FF
Note: The Jefferson St. Bridge has one green lamp type F fixture mounted at the centerline of the bridge.							
3 rd Street (Marion)	2846	Fairmont (WV 310)	MN 127.45	4	2	CCC	CCC
Silver Memorial (Mason)	2765	Henderson	OH 265.90	4	2	BBB	BBB
Note: Aerial light bulbs on Silver Bridge are 120v. 620 watt (2 fixtures with 2 bulbs per fixture).							
New Shadle (Mason)	4064	Pt. Pleasant (WV 2)	KA 0.20	4	2	AAA	AAA
Star City (Monongalia)	1696	Star City (US 19)	MN 98.08	4	2	EEE	EEE
Westover (Monongalia)	2845	Morgantown (US 19)	MN 101.15	4	2	CCC	CCC
Uffington (Monongalia)	2516	Uffington (I-79)	MN 104.87	4	2	BBB	BBB
Hi. Carpenter* (Pleasant)	2925	St. Marys (WV 807)	OH 155.35	4	2	BBB	BBB
Lower Buffalo (Putnam)	4380	Buffalo	KA 25.0	4	2	AAA	AAA
Lee Street (Kanawha)	2058	Charleston (US 60 EB)	EK 0.38	4	2	AAA	AAA
Winfield (Putnam)	1364	Winfield (WV 34)	KA 32.10	4	2	AAA	AAA
Donald M. Legg (Putnam)	2134	Nitro (I-64)	KA 41.90	4	2	BBA	BEE
Big Sandy River (Wayne)	2086	Kenova (I-64)	BS 2.6	4	2	AAA	AAA
Marietta (Wood)	2291	Williamstown (I-77)	OH 170.70	4	2	DCC	CDC
Williamstown (Wood)	3717	Williamstown (WV 31)	OH 171.80	4	2	AAA	AAA

19. Bridge Name/Location/Description (continued)

Bridge Name (County)	Bridge No.	Location (Route)	River MP	Fixture Schedule			
				Inventory		Type	
				Red	Green	US	DS
Belpre* (Wood)	2951	Parkersburg (US 50)	OH 184.35	3	1	NNNN	BBBB
Juliana St. (Wood)	2338	Parkersburg (WV 68)	LK 0.10	4	2	AAA	CCC
Fifth Street (Wood)	1404	Parkersburg (WV 14)	LK 0.80	4	2	AAA	AAA
East Street (Wood)	4033	Parkersburg (WV 14A)	LK 1.40	4	2	AAA	AAA
Little Kanawha (Wood)	4864	Parkersburg (US-50)	LK 2.08	4	2	AAA	AAA
Blennerhassett (Wood)	4960	Parkersburg (US-50)	OH 189.1	8	4	AAAAAAAA	AAAA
Note: The Blennerhassett Bridge has two 360 degree red aerial beacon lights located top center of the arch. 700 watt 120v severe duty bulbs.							
Jennings Randolph Hancock	2860	Chester US 30	OH 42.6	4	2	BBB	BBB
Veterans Memorial Brooke	2928	Weirton US 22	OH 66.5	5	2	BBB	BBB
Note: The Veterans Memorial Bridge has one aerial red lamp type B fixture mounted at the centerline of the bridge.							
Market Street Brooke	1664	Follansbee WV 2 Spur	OH 68.0	4	2	BBA	BBA
Fort Henry Bridge Ohio	1830	Wheeling I 70	OH 90.2	7	2	AAAA	AAAA
Note: The Fort Henry Bridge has one aerial red lamp type A fixture.							
Wheeling Suspension Ohio	1688	Wheeling WV 251	OH 90.3	4	2	AAA	AAA
Vietnam Veterans Ohio	2494	Wheeling I 470	OH 91.8	4	2	BBB	BBB
Arch A. Moore Jr. Marshall	2971	Moundsville WV 2 Spur	OH 101.3	4	2	CAC	CCC
Korean War Veterans Wetzel	2042	New Martinsville WV 7 Spur	OH 126.9	6	2	BBB	BBB

Note: The Korean War Veterans Bridge has two aerial red lamps with type B fixtures.

20. BID SCHEDULEDISTRICT ONE

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
A.	Regular Labor Charge Per Manhour	
1)	Kanawha County @	\$ <u>80⁰⁰</u> per MH
2)	Mason County @	\$ <u>80⁰⁰</u> per MH
3)	Putnam County @	\$ <u>80⁰⁰</u> per MH
4)	Fayette County @	\$ <u>80⁰⁰</u> per MH
B.	Overtime Labor Charge Per Manhour	
1)	Kanawha County @	\$ <u>105⁰⁰</u> per MH
2)	Mason County @	\$ <u>105⁰⁰</u> per MH
3)	Putnam County @	\$ <u>105⁰⁰</u> per MH
4)	Fayette County @	\$ <u>105⁰⁰</u> per MH

DISTRICT TWO

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
A.	Regular Labor Charge Per Manhour	
1)	Cabell County @	\$ <u>80⁰⁰</u> per MH
2)	Wayne County @	\$ <u>80⁰⁰</u> per MH
B.	Overtime Labor Charge Per Manhour	
1)	Cabell County @	\$ <u>105⁰⁰</u> per MH
2)	Wayne County @	\$ <u>105⁰⁰</u> per MH

20. BID SCHEDULE (Continued)DISTRICT THREE

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
A.	Regular Labor Charge Per Manhour	
1)	Jackson County @	\$ <u>80⁰⁰</u> per MH
2)	Pleasants County @	\$ <u>80⁰⁰</u> per MH
3)	Wood County @	\$ <u>80⁰⁰</u> per MH
B.	Overtime Labor Charge Per Manhour	
1)	Jackson County @	\$ <u>105⁰⁰</u> per MH
2)	Pleasants County @	\$ <u>105⁰⁰</u> per MH
3)	Wood County @	\$ <u>105⁰⁰</u> per MH

DISTRICT FOUR

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
A.	Regular Labor Charge Per Manhour	
1)	Marion County @	\$ <u>80⁰⁰</u> per MH
2)	Monongalia County @	\$ <u>80⁰⁰</u> per MH
B.	Overtime Labor Charge Per Manhour	
1)	Marion County @	\$ <u>105⁰⁰</u> per MH
2)	Monongalia County @	\$ <u>105⁰⁰</u> per MH

DISTRICT SIX

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
A.	Regular Labor Charge Per Manhour	
1)	Brooke County @	\$ <u>90⁰⁰</u> per MH
2)	Hancock County @	\$ <u>90⁰⁰</u> per MH
3)	Marshall County @	\$ <u>90⁰⁰</u> per MH
4)	Ohio County @	\$ <u>90⁰⁰</u> per MH
5)	Tyler County @	\$ <u>90⁰⁰</u> per MH

20. BID SCHEDULE (Continued)

6) Wetzel County @ \$ 90⁰⁰ per MH

B. Overtime Labor Charge Per Manhour

1) Brooke County	@	\$ <u>115⁰⁰</u>	per MH
2) Hancock County	@	\$ <u>115⁰⁰</u>	per MH
3) Marshall County	@	\$ <u>115⁰⁰</u>	per MH
4) Ohio County	@	\$ <u>115⁰⁰</u>	per MH
5) Tyler County	@	\$ <u>115⁰⁰</u>	per MH
6) Wetzel County	@	\$ <u>115⁰⁰</u>	per MH

ALL DISTRICTS

C. Travel Mileage @ \$ 1.10 per Mile

D. Furnish Navigation Light Units Assemblies:

1) Pennwatt – Automatic Power, Complete (4-bulb turret)	@	\$ <u>4,250⁰⁰</u>	Ea.
2) B & B Electromatic w/o built-out Indicator	@	\$ <u>4,250⁰⁰</u>	Ea.
3) B & B Electromatic w/bulb-out Indicator	@	\$ <u>4,400⁰⁰</u>	Ea.
4) Crouse-Hinds	@	\$ <u>NO BID</u>	Ea.

E. Furnish Navigation Light Unit Mounting Hardware, Complete

1) Pennwatt (Swing-down Design)	@	\$ <u>2,100⁰⁰</u>	Ea.
2) B & B Electromatic Swivel-hanger and Service Lock w/bulb Transfer Relay	@	\$ <u>3,120⁰⁰</u>	Ea.
3) B & B Electromatic Swivel-hanger and Service Lock w/o bulb Transfer Relay	@	\$ <u>2,600⁰⁰</u>	Ea.

20. BID SCHEDULE (Continued)

I. Furnish Junction Boxes:

- 1) 10" x 10" Ground Mounted (H)
@ \$ 600⁰⁰ Ea.
- 2) 8" x 8" x 6" Structure Mounted (1)
@ \$ 400⁰⁰ Ea.
- 3) Size as Required @ Cost + 16 % Ea.

J. Furnish Wire Conductor: Standard Copper, 600-volt (w/all connectors, tape and splices)

- 1) No. 12 AWG, Type THW, Single Conductor
@ \$ 0.30 Ft.
- 2) No. 10 AWG, Type THW, Single Conductor
@ \$ 0.35 Ft.
- 3) No. 8 AWG, Type THW, Single Conductor
@ \$ 0.60 Ft.
- 4) No. 14 AWG, Type ST, Two Conductor
@ \$ 2.50 Ft.

K. Furnish Photo cell (initial setting - 35FC on; 58FC off).
@ \$ 210⁰⁰ Ea.

L. Furnish Control Panel material:

- 1) Enclosure: Stainless steel, NEMA T-4, w/double - defeater door
@ \$ 2,200⁰⁰ Ea.
- 2) Step-Down Transformer @ \$ 350⁰⁰ Ea.
- 3) Main Circuit Breaker @ \$ 700⁰⁰ Ea.
- 4) Load Center (2 circuits w/one spare)
@ \$ 600⁰⁰ Ea.
- 5) Pilot Light @ \$ 150⁰⁰ Ea.
- 6) Lightning Arrester @ \$ 150⁰⁰ Ea.

20. BID SCHEDULE (Continued)7) Lightning Contactor @ \$ 1300⁰⁰ Ea.8) Incidentals (Neutral Bus Bar, Hubs, etc.)
@ Cost + 16 % Ea.

M. Furnish Aerial Lights

1) Light Unit Complete @ \$ 4000⁰⁰ Ea.2) Light Unit Lenses @ \$ 2,200⁰⁰ Ea.3) Light Unit Bulbs @ Cost + 16 % Ea.N. Maintenance Lift Chain (1/4" Stainless Steel)
@ \$ 14⁰⁰ per Ft.O. Furnish material, approved by the District Engineer, for maintenance of navigational Light Systems not itemized in this contract shall be paid on the basis of contractors' cost plus 16 %.

Material price does not include
specialized equipment for installation
E.g. Aerial lifts, backhoes etc.

Furnished at rental cost + 16%
Attempts to contact David Whitehead
and Frank Liss were not successful
~~Material price is~~

Traffic control includes signage
as required + traffic cones.

Does not include crash trucks, arrowboards
message boards or other specialized
equipment.

Kenneth Elliott MBA Manager
Tight Treasures of Kentucky LLC



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia
COUNTY OF Kanawha TO-WIT:

I, Kenneth Elliott, after being first duly sworn, depose and state as follows:

1. I am an employee of Eight Treasures of KY LLC; and,
(Company Name)
2. I do hereby attest that Eight Treasures of KY LLC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Eight Treasures of KY LLC
(Company Name)

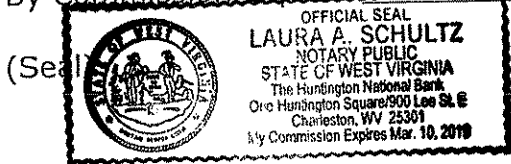
By: Kenneth Elliott MBA

Title: Manager

Date: 6/10/2009

Taken, subscribed and sworn to before me this 10th day of June 2009

By Commission expires March 10, 2019



Laura A. Schultz
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Eight Treasures of Kentucky LLC

Authorized Signature: Kenneth W. Wood, MBA, Manager Date: 6/10/2009